

### **REMARKS**

The Office Action dated May 5, 2003 has been received, its contents carefully noted, and the applied citations thoroughly studied. Accordingly, the foregoing revisions to the claims are tendered with the conviction that patentable contrast has now been made manifest over the known prior art and certain typographical inexactitudes have been corrected. Accordingly, all rejections tendered by the Examiner in the above-referenced Office Action are hereby respectfully traversed and reconsideration is respectfully requested.

It is believed that the foregoing revisions to the claims are within the metes and bounds of the recently articulated Supreme Court *Festo* case, in that all equivalents susceptible to capture have been retained in that one skilled in the art, at the time of this amendment, could not have reasonably be expected to have drafted a claim that would have literally encompassed any other equivalent.

### **Rejections under 35 U.S.C. § 103**

The Examiner has rejected claims 1 through 14 under 35 U.S.C. § 103(a) as being unpatentable over Eggleston et al. (USP 6,061,660) in view of Kim Pryor, *Virtual Value, How to find dynamite deals on the Internet*, Casino Player, vol. 9, No. 10 (May 1998), at <<http://www.casinoplayer.com/archive/9806cp/cpbody.html>> (hereinafter Pryor).

Eggleston et al. discloses a system for providing incentive programs over a computer network, including the Internet. Such incentive programs are linked to specific companies offering promotions and incentives to customers. Hosts may purchase pre-packaged incentive systems or build specific systems (col. 14, lines 26-

49). Customers may participate in incentive program games (e.g., scratch-and-win games, treasure hunts, sweepstakes games) and win awards or accumulate loyalty points. Awards are available at retail locations or may be mailed to a winning consumer.

Pryor discloses only that many gaming establishments have web sites that may provide a variety of information. A careful reading reveals that the information is not necessarily accurate, the article stating specifically, "even some of the most basic information is inaccurate [such as] how many tables . . . or what kind of tables" are present. The point of the article is that information about casinos is present on the Internet, but that a large amount of it is startlingly inaccurate.

The information available in the instant invention is real-time information, rather than a general statement of amenities provided by the establishment. Combination of the Pryor citation with any other citation would thus be improper with respect to the present invention.

With respect to claims 1, 7, and 10, the Examiner claims that Eggleston discloses each element except "posting information about wagering games located at a site of a gaming establishment". In addition, the Examiner seems to indicate that the addition of the Pryor reference makes up for the fact that Eggleston contains no reference whatsoever to gaming devices or gaming establishments. Undersigned respectfully submits that application of Pryor is limited to the presence of general casino information on the Internet. Pryor does not contemplate the extent of the information and opportunities specifically claimed in the instant application.

Claim 1 is directed to a method of informing prospective and existing patrons of a gaming establishment about gaming activities involving wagers currently or

prospectively in place. Nothing in Eggleston or Pryor discusses wagers currently or prospectively in place. Incentive programs are free undertakings having no risk. This is not related to the present invention, which deals with wagering propositions.

The steps in claim 1 include:

(a) posting on a wide area network, information concerning a plurality of gaming devices located at a site of the gaming establishment. Eggleston does not disclose anything relating to gaming establishments. Pryor discloses only the presence of general information about gaming establishments.

(b) posting on the wide area network information on potential awards, promotions and contests. Eggleston discloses the presence of information about various incentive programs offered on various web sites. Pryor discusses special rates, promotions, and coupons offered by particular establishments.

(c) displaying procedures correlating gaming device use at the site to attain the awards, promotions and contests. Eggleston can disclose no such thing, because it does not disclose any gaming devices, and it does not disclose any "site" at which a gaming device may be located. Pryor merely discloses that some casinos offer special rates, promotions, and coupons, and nothing related to gaming devices.

(d) allowing a prospective player access from a remote location to search as a function of game type, award kind, or individual player status. Eggleston discloses that a consumer may search by the type of prize, but says nothing about game type or individual player status. Pryor has no relevance.

Independent claim 1 has been amended to make explicit that which was implicit, namely, that the information is about specific gaming devices and that the

awards, promotions and contests are available through gaming. The elements of claim 1 are not present in either Eggleston, Pryor, or their combination; thus, the rejection of claim 1 must be withdrawn.

Independent claim 7 is directed to a method for informing prospective and existing patrons of a gaming establishment, including the steps of:

(a) posting on a wide area network information on potential awards, promotions and contests available only at the gaming establishment through wagering. Eggleston has nothing to do with wagering. Pryor discloses general information about a gaming establishment, which may include awards, promotions, or coupons provided on the website. Pryor does not mention wagering in connection with its awards, promotions or coupons. Thus, the combination of Eggleston and Pryor could not produce this element.

(b) allowing a prospective player access from a remote location to search as a function of game type, award kind, or individual player status. Eggleston discloses that a consumer may search by the type of prize, but says nothing about game type or individual player status. Pryor has no relevance.

(c) updating the awards, contests, and promotions as they have been changed or previously awarded through wagering. Eggleston discloses updating a database of awards as they are "won", but this does not include any references to wagering. Pryor has no relevance, disclosing nothing about awards or databases.

Independent claim 10 is directed to a gaming system, comprising, in combination:

(a) means for displaying awards, contests, and promotions available at a gaming establishment through wagering on a wide area network. Eggleston

discloses nothing about casinos or wagering. Pryor discloses only promotions, awards, and coupons made available through a website, having absolutely nothing to do with gaming or wagering. Claim 10 requires that the awards, contests, and promotions be available at a gaming establishment through wagering.

(b) means for acquiring the awards, contests and promotions at the establishment through wagering. Eggleston allows a consumer to acquire awards in incentive programs, which have nothing to do with gaming or wagering. Pryor discloses only promotions, awards, and coupons made available through a website, having absolutely nothing to do with gaming or wagering. Pryor does not provide a means to acquire anything; it merely discloses the provision of information. Claim 10 requires that the acquisition of awards, contests, and promotions be at a gaming establishment through wagering.

(c) means for replacing the acquired contests, awards and promotions with new ones. To the extent that the awards, promotions, and contests must be won through wagering, neither Eggleston nor Pryor discloses this element of claim 10.

(d) means for allowing a prospective or existing patron to access from a remote location information as a function of game type, award kind, or player status. Eggleston discloses updating a database of awards as they are "won", but this does not include any references to wagering. Pryor has no relevance, disclosing nothing about awards or databases.

Neither Eggleston, Pryor, nor their combination contains all the elements of the claims of the instant invention; thus, the rejections under these references must be withdrawn. The rejection of all dependent claims must similarly be withdrawn,

as the dependent claims inherently contain the limitations of the independent claims from which they depend.

Specifically:

Claim 2 requires allowing a gaming proposition to be played on the patron's computer remote from the wide area network's locale, and rewarding success regarding the gaming proposition. Neither Eggleston nor Pryor discloses play of a gaming proposition. Claim 2 has been amended to make explicit that which was implicit: that the gaming proposition is hosted by a gaming establishment.

The rejections of claims 3 and 4 suffer from the same frailty as the rejection of claims 1 and 2.

Claim 5 requires rewarding success by allowing redemption of an award in person at a casino. Nothing in Eggleston indicates the presence of a casino, and the addition of Pryor does not compensate for its absence. Pryor's general recitation of information about casinos does not translate into the presence of a casino for reward redemption.

Claim 6 requires posting new games on the wide area network. The portion of Eggleston cited by the Examiner with respect to claim 6 refers to a sponsor purchasing an incentive program and setting it up. The main database registers that a new sponsor is present on the network, which is not the same thing as offering new games. Eggleston merely says that when a new sponsor is present, that information can be displayed. The games offered in each incentive program are the same; the sponsor is merely offered the choice of which kinds of programs to offer (col. 14, lines 26-49).

Claim 8 requires providing the update on a gaming machine at a casino which is under the aegis of the gaming establishment. The portion of Eggleston cited by the Examiner details redemption of an award by a consumer. This claim specifically requires a gaming machine on which to provide the update. This is not merely updating a database, but providing the update in a particular environment, which is claimed. There is no equivalence to gaming machines or a gaming establishment in Eggleston. Pryor provides no assistance.

Claim 9 requires allowing play from the remote location for an award at the network. Eggleston does not disclose awards on the network. All awards are available at a physical retailer location or are mailed to the winner, and wins never involve network awards. Pryor provides no assistance.

The rejections of claims 11, 12, and 13 suffer from the same frailties as the rejection of claim 10.

Claim 14 requires that said delivery means is a digital voucher. The Examiner cites Eggleston's definition of "prize" and "award" to include digital vouchers. No mention of digital vouchers as delivery means is present in Eggleston, even if digital vouchers may be classified as "prizes" or "awards". Pryor provides no assistance.

The Examiner has rejected claim 15 under 35 U.S.C. § 103(a) as being unpatentable over Eggleston et al. (USP 6,061,660) in view of Pryor, as applied to claims 1 through 14, and further in view of Kelly et al. (USP 6,015,344).

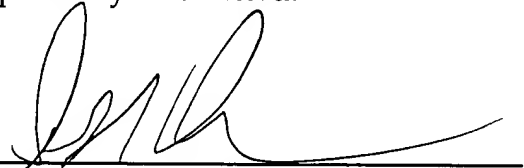
Kelly et al. merely discloses a technique for selecting a prize displayed on a menu of a gaming apparatus as a function of available credits vis-à-vis credits required to redeem any given prize.

Claim 15 shares the limitations of claims 10 through 13. Kelly does not rectify the deficiencies noted with regard to the Examiner's earlier discussed defective combination of Eggleston and Pryor. Kelly has no concern about further displaying rewards, contest and promotions on a gaming machine, since Kelly only displays on a game apparatus and not elsewhere accessible to a consumer. Accordingly, Kelly's relevance is remote and attenuated, while its similarities are merely coincidental.

In view of the foregoing, it is respectfully requested that the Examiner pass this case to issue. If, upon further consideration, the Examiner believes further issues remain outstanding or new ones have been generated, undersigned respectfully requests that the Examiner call undersigned to expeditiously resolve same.

Dated: November 5, 2003

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'Bernhard Kreten', written over a horizontal line.

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